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UNITED STATES DISTRICT COURT  
DISTRICT OF ALASKA AT ANCHORAGE

COOK INLET MARINE, L.L.C., an  
Alaska Limited Liability Company,

Plaintiff,

v.

MLDC GOVERNMENT SERVICES CORP., a  
Delaware Corporation, d/b/a GOVERNMENT  
SERVICES CORP. and MATT E. RUCK, a  
single man,

Defendants.

IN ADMIRALTY

NO.

COMPLAINT FOR MONEY  
DAMAGES

Plaintiff, Cook Inlet Marine, L.L.C. states and alleges as follows:

**I**

**SUBJECT MATTER JURISDICTION**

1.1 This action concerns the attached Standing Towage Agreement (Exhibit A) which incorporated by reference the attached Towing Certificate (Exhibit B; collectively "Agreement") and is thus within this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333 and Federal Rule of Civil Procedure 9(h).

**II**

**PARTIES, PERSONAL JURISDICTION, AND VENUE**

2.1 At all pertinent times, plaintiff was, and still is, a limited liability company organized and existing under the laws of the State of Alaska with its principal place of business in Homer, Alaska.

COMPLAINT FOR MONEY DAMAGES  
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1           2.2     At all pertinent times, upon information and belief, defendant MLDC Government  
2 Services Corp. (MLDCGSC) was, and still is, a corporation, existing under the laws of the State  
3 of Delaware with its principal place of business in Wilmington, Delaware. Upon information and  
4 belief, Government Services Corp. (GSC) is not a separate legal entity, though it appears to be an  
5 assumed name for MLDCGSC for use in another jurisdiction. GLC has not been listed as an  
6 assumed name in the State of Alaska.

7           2.3     Upon current information and belief, defendant Matt E. Ruck exercised pervasive  
8 control of the affairs of MLDCGSC and GLC, used MLDCGSC and GLC's funds for personal  
9 purposes, commingled his and MLDCGSC's and GLC's funds, and otherwise did not observe  
10 corporate formalities.

11          2.4     Upon current information and belief, and through action on the part of Ruck,  
12 MLDCGSC and GLC is undercapitalized and operates as a mere façade for Ruck's individual  
13 dealings. As alleged, it is understood Ruck siphons and, in this case, Ruck has siphoned, funds  
14 from MLDCGSC and GLC for his own personal use to plaintiff's detriment.

15          2.5     Upon current information and belief, MLDCGSC and GSC are formed and have  
16 been used to transfer Ruck's personal liability to them and to otherwise protect Ruck from the  
17 consequences of his improper conduct.

18          2.6     Ruck, an Idaho resident, is liable in his personal capacity for all acts performed by  
19 MLDCGSC and GLC pertinent to this lawsuit.

20          2.7     At all material times, defendants were doing business in the State of Alaska and  
21 the Agreement was performed in and about the State of Alaska.

22          2.8     Personal jurisdiction is proper in this Court as defendants have transacted business  
23 in the State of Alaska, the Agreement was carried out in Alaska, and, by the terms of the  
24 Agreement, defendants have submitted to the personal jurisdiction of this Court.

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COMPLAINT FOR MONEY DAMAGES  
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**IV**  
**FIRST CAUSE OF ACTION**  
**BREACH OF CONTRACT**

4.1 Under the Agreement, plaintiff agreed to provide defendants with towage services at a specified price.

4.2 Plaintiff duly performed its obligations under the Agreement.

4.3 Defendants breached the Agreement by failing to pay plaintiff all moneys owed and accrued interest.

4.4 Ruck’s misuse of MLDCGSC and GSC’s corporate personhood was and is a direct and proximate cause of the breach.

4.5 By virtue of Ruck’s misuse of MLDCGSC and GSC, he and they are jointly and severally liable for the breach of the Agreement.

4.6 Because of defendants’ breach of contract plaintiff suffered and continues to suffer damages, including unpaid interest, attorneys’ fees, and costs.

**V**  
**SECOND CAUSE OF ACTION**  
**ATTORNEYS’ FEES**

5.1 Section 16 of the Agreement provides that if litigation arises out of the Agreement, the substantially prevailing party is entitled to its attorneys’ fees and costs.

5.2 Plaintiff has suffered losses as a result of defendants’ failure to perform obligations assumed under the Agreement.

5.3 Ruck’s misuse of MLDCGSC and GSC’s corporate personhood was and is a direct and proximate cause of the losses suffered by plaintiff.

5.4 By virtue of Ruck’s misuse of MLDCGSC and GSC, he and they are jointly and severally liable for the breach of the Agreement.

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